



District

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New	Vendor Code		SC	Dept.	A	Contract Number			
<input type="checkbox"/> Change									
<input type="checkbox"/> Cancel									
District CSA 56 (Wrightwood)			Dept.	Orgn.	Contractor's License No.				
District Contract Representative Jim "Marty" Martin			Telephone 387-6157		Total Contract Amount -0-				
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason:									
Commodity Code		Contract Start Date		Contract End Date		Original Amount	Amendment Amount		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
Project Name				Estimated Payment Total by Fiscal Year					
				FY	Amount	I/D	FY	Amount	I/D

THIS CONTRACT is entered into in the State of California by and between County Service Area 56, hereinafter called the District, and

Name

California Bank & Trust, dba Antelope Valley Bank

Address

300 Lakeside Drive, 8th Floor

Oakland, CA 94612

Telephone

(510) 808-1633

Federal ID No. or Social Security No.

95-2783330

hereinafter called Antelope Valley Bank

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, the District, operating under laws of the State of California, is empowered to provide park and recreation services and facilities; and,

WHEREAS, the District owns a Community/Senior Center located on parcel 0355-162-20 (also known as Lot B, Tract 3237, recorded in Map Book, pages 43 and 44, records of San Bernardino County, dated December 11, 1947); and,

WHEREAS, Antelope Valley Bank has requested permission to use sixteen of the parking spaces on a non-exclusive basis to conduct commercial banking activities or similar business in support of the Wrightwood Community during normal business hours.

NOW, THEREFORE, the District and Antelope Valley Bank, for consideration hereinafter named, agree as follows:

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1. Premises Leased: Subject to the conditions stated herein, the District leases to Antelope Valley Bank sixteen parking spaces at the Wrightwood Community/Senior Center.
2. Term: This lease shall commence on the date the Board of Supervisors approves and signs the Agreement and shall continue for six years, and with the approval of both parties, may be renewed for up to three additional successive terms of six years each.
3. Mutual Right of Termination: Notwithstanding any provision in this Agreement to the contrary, either party hereto may terminate this Agreement without cause upon written notice delivered to the other party at least thirty (30) days prior to the noticed date of termination.
4. Use: The Antelope Valley Bank may use the sixteen parking spaces for purposes of conducting banking business and activities during the normal business days Monday through Saturday. Any special events of either party must be coordinated with the other party at least one month in advance. The District may use the parking spaces on a daily basis for all of its park and recreation activities and for any reasons that they deem necessary, provided that such use by the District shall not result in a closure of the parking lot to Antelope Valley Bank's customers and Antelope Valley Bank's customers generally shall have access to the parking spaces leased hereunder during normal business hours.
5. Maintenance: At least once during the initial term, the Antelope Valley Bank agrees to pave the parking lot to include the easterly and westerly access alleys thereto, and to stripe the entire lot and parking spaces, preserving existing trees. On a continuing basis, the Antelope Valley Bank agrees to pay for any street lighting charges and to provide and pay for maintenance service to the parking lot, to include gardening, cleaning, and snow removal within the entire area of the parking lot except that Antelope Valley Bank shall not be obligated to repair or maintain the westerly entrance to the parking lot.
6. Insurance/Indemnification: Insofar as it is legally authorized, Antelope Valley Bank shall hold harmless and free from liability, the District and any of its officers, agents or employees from all damages, costs, or expenses which may arise by reason of liability imposed by law because of injury to property or injury to or death of persons received or suffered by reason of use of said parking spaces pursuant to invitation, authorization or permission by Antelope Valley Bank. Insofar as it is legally authorized, the District shall hold harmless and free from liability, Antelope Valley Bank and any of its officers, agents or employees which may arise by reason of liability imposed by law because of injury to property or injury to or death of persons received or suffered by reason of use of said parking spaces pursuant to invitation, authorization or permission of the District.
7. Notices: Any notice, approval, or communication that either party desires or is required to give the other party shall be in writing and either served personally, overnight delivery with verification of receipt or sent by prepaid registered mail, return receipt requested addressed as follows:

District:

Lessee:

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County Service Area 56 (Wrightwood Park)
157 W. Fifth St., 2nd Floor
San Bernardino, CA 92415-0450
Attn: Jim "Marty" Martin

California Bank and Trust
300 Lakeside Dr., 8th Floor West
Oakland, CA 94612
Attn: Victoria Underwood, V.P.
And Lease Administrator
Corporate Real Estate

DISTRICT County Service Area 56

California Bank and Trust, dba Antelope Valley Bank
(Print or type name of corporation, company, contractor, etc.)

► _____
Dennis Hansberger, Chairman, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____

Name David L. Russell
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE

Title Senior Vice President, Director of Corporate Real Estate Facilities

CHAIRMAN OF THE BOARD
Clerk of the Board of Supervisors
of the County of San Bernardino.

(Print or Type)
Dated: _____

By _____
Deputy

Address 300 Lakeside Drive, 8th Floor West
Oakland, CA 94612
Telephone: (510) 808-1633
Facsimile: (510) 808-1640

By: _____

Name: Victoria Underwood

Title: Vice President

Dated: _____

Approved as to Legal Form
► _____
County Counsel
Date _____

Reviewed by Contract Compliance
► _____
Date _____

Presented to BOS for Signature
► _____
Department Head
Date _____

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